

EVANS
PRODUCTS COMPANY

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

RECORDATION NO. 8833-5

FILED 1425

SEP 27 1982-10 40 AM

INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

SEP 27 1982-10 40 AM

September 15, 1982

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8833-5

FILED 1425

No.

SEP 27 1982

Date

Fee \$

ICC Washington, D. C.

Mrs. Mildred Lee
Secretary

Interstate Commerce Commission
Washington, DC 20423

SEP 27 1982-10 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed three originals and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement, Bill of Sale Reconveyance and Assignment of Lease secondary documents dated July 26, 1982.

The primary document to which these are connected is recorded under Recordation No. 8833. We request that this assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

Mortgagee: Girard Bank
Three Girard Plaza
Philadelphia, PA 19101

A description of the equipment covered by the documents follows:

Released Equipment: Thirteen 52'5" 70 ton insulated box cars - BCIT 800255, 800340, 800441, 800590, 800647; USLX 11916, 11951, 11988, 11854, 11868, FWD 750016, 750035, MRCX 144; AAR# B209.

Substitute Equipment: Ten 21,000 gallon coiled and insulated tank cars; USLX 21727-21733 (inclusive); USLX 21735021737 (inclusive); AAR #T105.

A fee of \$30.00 is enclosed. Please return 2 originals and 1 copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

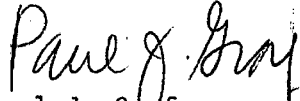
A short summary of the documents to appear in the index follows:

SEP 27 10 33 AM '82

RECEIVED

Supplemental Agreement, Bill of Sale Reconveyance, and Assignment of Lease to Equipment Trust Agreement dated March 1, 1977, between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagor, and Girard Bank, Three Girard Plaza, Philadelphia, Pennsylvania 19101, Mortgagee, covering thirteen 52'5" 70 ton insulated box cars released equipment, and ten 21,000 gallon coiled and insulated tank cars substitute equipment to Railroad Equipment Security Agreement with Recordation Number 8833.

Very truly yours,


Paul J. Graf

PJG:sm

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/27/82

OFFICE OF THE SECRETARY

Paul J. Graf
Evans Products Company
East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/27/82 at 10:40am, and assigned re-recording number(s). 8833-E, 8833-F & 8833-G

10841-C
10841-D
10841-E

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SEP 27 1982-10 40 AM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of July 26, 1982, is by and between GIRARD BANK (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

W I T N E S S E T H:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of March 1, 1977, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 8833; and

WHEREAS, pursuant to Section 5.09 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 5.09 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution, therefore, Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.


3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 5.08 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 26th day of July, 1982.

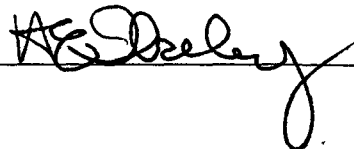
[CORPORATE SEAL]

ATTEST:

GIRARD BANK


Assistant Secretary

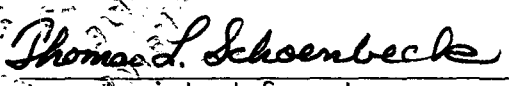
By:



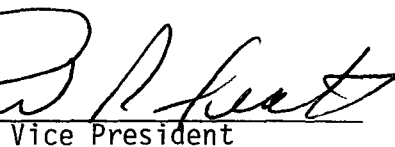
[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

By:


Vice President

STATE OF PENNSYLVANIA

CITY AND COUNTY OF PHILADELPHIA

On this 7th day of SEPTEMBER, 1982, before me personally appeared H. E. IKELER, JR. and C. HROMYCH, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

4-22-85

Noreen Moderski
Notary Public

~~NOREEN MODERSKI NOTARY PUBLIC~~
PHILADELPHIA PHILADELPHIA COUNTY
MY COMMISSION EXPIRES APR 22 1985
Member Pennsylvania Association of Notaries

STATE OF ILLINOIS

COUNTY OF COOK

On this 23rd day of August, 1982, before me personally appeared Paul R. Leck and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

2-4-85

Susan E. Muehlfeld
Notary Public

EXHIBIT A

SERIES 14 DESTROYED EQUIPMENT

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Car Markings</u>
5	52'5" 70-ton insulated boxcars	BCIT 800255, 800340, 800441, 800590, 800647
5	52'5" 70-ton insulated boxcars	USLX 11916 (BCIT 800576) 11951 (BCIT 800629) 11988 (BCIT 800616) 11854 (BCIT 800545) 11868 (BCIT 800522)
1	52'5" 70-ton insulated boxcar	MRCX 144 (BCIT 800505)
2	52'5" 70-ton insulated boxcars	FWD 750016 (BCIT 800335) 750035 (BCIT 800310)

EXHIBIT B
SERIES 14 SUBSTITUTE EQUIPMENT

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Lessee</u>	<u>Term</u>	<u>Cost</u>
10	21,000 gallon coiled and Car Markings: USLX 21727-21733 (Inclusive) USLX 21735-21737 (Inclusive)	Polychem Transportation	3	\$469,050.00